

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF MISSISSIPPI
OXFORD DIVISION**

HOLLEY C. GAINES

PLAINTIFF

V.

NO. 3:20-CV-320-DMB-RP

COPART, INC.

DEFENDANT

ORDER

On January 6, 2021, Holley C. Gaines and Copart, Inc., filed a joint motion to refer to arbitration Gaines' claims alleging Copart's violations of the Fair Labor Standards Act and the Family Medical Leave Act.¹ Doc. #7. The motion represents that Gaines and Copart "are parties to a written agreement to resolve the Complaint's claims by arbitration under the applicable rules of the American Arbitration Association" and that "[t]here has been no default in proceeding with such arbitration." *Id.*

The Federal Arbitration Act "provides that written arbitration agreements are generally valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract." *Robertson v. Intratek Comput., Inc.*, 976 F.3d 575, 579 (5th Cir. 2020) (internal quotation marks omitted). Given the parties' representation that a written arbitration agreement covers Gaines' claims against Copart, the joint motion [7] is **GRANTED**. This case is **REFERRED** to arbitration.

SO ORDERED, this 6th day of January, 2021.

/s/Debra M. Brown
UNITED STATES DISTRICT JUDGE

¹ On January 6, 2021, United States Magistrate Judge Roy Percy granted the parties' joint motion to stay this case pending the completion of arbitration. Doc. #8.